



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **East Rockaway Union Free School District and East Rockaway Custodial Unit, United Public Service Employees Union (UPSEU) (2010)**

Employer Name: **Three Village Central School District**

Union: **Three Village School Monitor Unit, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/2010**

Expiration Date: **06/30/2013**

PERB ID Number: **9895**

Unit Size:

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

CUS / ~~9893~~
9895

AGREEMENT

Between

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT
East Rockaway, New York

- and -

UNITED PUBLIC SERVICE EMPLOYEES UNION

East Rockaway Custodial Unit

July 1, 2010 to June 30, 2013

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I RECOGNITION	1
ARTICLE II WAGES	1
ARTICLE III PAST BETTER CONDITIONS	2
ARTICLE IV MANAGEMENT RIGHTS	2
ARTICLE V STRIKES AND LOCKOUTS	2
ARTICLE VI LABOR-MANAGEMENT MEETINGS	2
ARTICLE VII GRIEVANCE PROCEDURE	3
ARTICLE VIII PROMOTIONS AND TRANSFERS	
ARTICLE IX CLASSIFICATIONS	4
ARTICLE X WORK WEEK AND OVERTIME	5
ARTICLE XI HOLIDAYS	5
ARTICLE XII VACATIONS	6
ARTICLE XIII HEALTH INSURANCE	6
ARTICLE XIV DENTAL INSURANCE	7
ARTICLE XV LEAVE	7
ARTICLE XVI PENSION AND INSURANCE	9
ARTICLE XVII SNOW REMOVAL	9
ARTICLE XVIII MISCELLANEOUS PROVISIONS	9
ARTICLE XIX DURATION	12
ARTICLE XX APPROVAL OF THE LEGISLATURE	12

ARTICLE I: RECOGNITION

- A. The East Rockaway Board of Education (hereinafter "Board" or "District") recognizes the United Public Service Employees Union (hereinafter "UPSEU" or "Union") as the sole and exclusive representative of the employees described in paragraph B below for collective bargaining with respect to salaries, wages, hours and all other terms and conditions of employment, and in the settlement of grievances arising thereunder.
- B. Included in this bargaining unit are all employees of the District in the following titles: Cleaner, Custodian, Maintainer, Groundskeeper, Assistant Head Custodian, Head Custodian I, Head Custodian II, Bus Driver/Groundskeeper, Bus Driver/Cleaner, and Messenger/Bus Driver. Excluded are all other employees of the District.
- C. Upon receipt of signed payroll deduction statements from UPSEU members, the District agrees to deduct membership dues from the salaries of UPSEU members and transmit such monies to the Treasurer of UPSEU. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the UPSEU.
- D. Every member of the bargaining unit who is not a member of the Union shall, within 60 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Union an Agency Fee. Such fee shall be certified to the District by the Union and shall be consistent with requirements of law. The Union shall forward to the District a list of non-members and the sum to be deducted from each non-member's paycheck for the Agency Fee. Said amount shall be deducted from each non-member's paycheck in a manner equivalent, insofar as possible, to that used for deduction of dues of Union members. The District shall then forward said amount to the Treasurer of the UPSEU. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the UPSEU.
- E. Less than full-time unit members shall not be entitled to benefits (i.e. health, dental, compensated absence).

ARTICLE II: WAGES

- A. The wages for the term of this agreement shall be as set forth in "Attachment I" and is hereby made part thereof. Pursuant to the Memorandum of Agreement dated August 26, 2011, the wage schedule attached herein shall be increased as follows: **effective July 1, 2010: 1.5%; effective July 1, 2011: 1.5%; effective July 1, 2012: 0%.**
- B. Head Custodians shall receive a stipend of \$600 per year, not added to base salary.
A unit member designated as lead custodian shall receive a stipend of \$600 per year, not added to base salary.
- C. A unit member who has been designated as a lead custodian shall receive a stipend of \$600 per year, not added to base salary.

school bus, and completes 10 paid driving assignments shall receive a one-time payment of \$1,000. Such payment shall be subject to withholdings.

ARTICLE III: PAST BETTER CONDITIONS

- A. No provisions of this agreement shall be construed as to lower the weekly, daily or hourly wage rate of any employee covered by this agreement, unless there is a change in responsibility.
- B. All past terms and conditions of employment in effect on June 30, 1971, that have been officially approved and covered by Board Procedure for any or all employees covered by this agreement that are of a beneficial nature to the employee shall remain in force and effect, whether specifically covered herein or not.
- C. No part of this agreement shall be construed as to preclude the School District from giving any further benefits to its employees.

ARTICLE IV: MANAGEMENT RIGHTS

- A. The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this agreement.
- B. The Union recognizes the right of management to discipline, direct and control management policies subject to the obligations of the agreement. Employees will cooperate with management within the obligations of this agreement to facilitate efficient operation.

ARTICLE V: STRIKES AND LOCKOUTS

During the term of this agreement there shall be no stoppage of work, lockout or strike. Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of law.

ARTICLE VI: LABOR-MANAGEMENT MEETINGS

Upon reasonable notice and at the request of either party, the Superintendent or the Superintendent's designee and the Union shall agree to meet to discuss matters of mutual concern. Such meetings shall not be required more frequently than on a monthly basis.

ARTICLE VII: GRIEVANCE PROCEDURE

A. UNIFORM RULES

Rules and regulations which govern the personal standards of conduct of employees within school premises shall be uniform district-wide.

B. GRIEVANCE DEFINED

Grievance shall mean any claimed violations, misinterpretation or inequitable application of this Contract, or of applicable existing laws, rules, procedures, regulations, administrative orders or work rules which relate to, or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, as defined in the General Municipal Law.

C. GRIEVANCE PROCEDURE

STEP 1:

Any grievance under this agreement between the employee or employees and the District shall be submitted orally or in writing to the employee's immediate supervisor and shall be answered in writing within five (5) working days of its submission.

STEP 2:

In the event the grievance was not satisfactorily adjusted at Step 1, the Union may, within five (5) working days from the date of receipt of the written answer, take up such grievance with the Superintendent of Schools, who shall answer said grievance within five (5) days after its presentation.

STEP 3:

If the grievance is not satisfactorily adjusted at Step 2, the Union may appeal the grievance to arbitration by so notifying the Superintendent in writing within 10 calendar days of receipt of the Superintendent's written decision. The District shall immediately notify the American Arbitration Union and request that an arbitrator be appointed in accordance with the rules of the American Arbitration Union.

The arbitrator shall hold a hearing within 30 calendar days following his or her appointment, and shall render a decision or recommendation within 30 calendar days after the hearing is closed. The decision or recommendation of the arbitrator shall be advisory only, and shall be submitted to the Board of Education for the Board's consideration.

ARTICLE VIII: PROMOTIONS AND TRANSFERS

- A. No vacancy or new position will be filled by hire, transfer or promotion until such vacancy has been posted for five (5) working days, so that present employees have an opportunity to apply for such a position and to have their application considered. An employee who applies and is not selected shall be notified in writing of the fact of his non-selection, and shall be entitled, upon request, to a conference with the Superintendent concerning the reason for non-selection. An employee appointed or promoted to a new position on the salary schedule will be notified in writing.
- B. Except in emergency, no employee will be permanently transferred from one shift or building in the District to another with less than one week's notice of such transfer. Claims of unusual personal hardship resulting from such transfer may be processed through the grievance procedure after the transfer is completed.
- C. The District shall make every attempt to fill job openings in the classifications within this unit by employees within the unit.
- D. In the event there is more than one (1) qualified employee for the job, and skills are equal, seniority shall prevail, which decision shall be made by the District.
- E. No employee shall be transferred from his or her shift or building without prior notice except in an emergency; and, at no time shall a transfer be effected for disciplinary purposes without prior notice and discussion with the Union.
- F. Employees receiving a shift differential for a period of one year shall, in the event they are transferred to a shift with a smaller differential, continue to receive the higher differential. In the event the employee should request a transfer, he/she shall relinquish the higher differential.

For all employees hired on or after January 1, 2009, no shift differential will be paid in the event the employee's shift is permanently transferred to a day shift, regardless of whether the shift change was voluntary or involuntary.

ARTICLE IX: CLASSIFICATIONS

- A. The following job classifications are established within the District:

Cleaner	Custodian
Maintainer	Groundskeeper
Bus Driver/Groundskeeper	Bus Driver/Cleaner
Bus Driver/ Messenger	Assistant Head Custodian
Head Custodian I	Head Custodian II

- B. All new classifications that may be established within the District shall not be effective until there has been full discussion with the Union.
- C. Any employee directed in writing by the District to assume the duties and responsibilities of a higher paying supervisory or mechanical classification shall receive the pay of the higher paying classification, commencing with the effective date of the appointment.
- D. During the summer at the elementary schools when the head custodian is on vacation, building responsibility shall be given to the next senior unit member and he/she shall be compensated at the assistant head custodian's pay rate.

ARTICLE X: WORK WEEK AND OVERTIME

- A. The basic work week for all unit employees shall consist of five days per week, eight hours per day. Employees hired prior to July 1, 1984 shall work Monday through Friday, unless such employee volunteers to work a Tuesday through Saturday work week assignment (with Sunday and Monday off). Employees hired on or after July 1, 1984, may, in the discretion of the Superintendent, be required to work a Tuesday through Saturday work week.
- B. All overtime shall be computed on a daily and weekly basis; however, there shall be no pyramiding of overtime, and no employee shall receive both daily and weekly overtime for the same hours worked.
- C. All overtime work shall be paid at the rate of time and one-half.
- D. All overtime shall be rotated on a non-discriminatory basis in the department in which it occurs.
- E. All overtime pay shall be paid in the next subsequent pay period in accordance with the limitations of the computer payroll service.
- F. All overtime compensation and computation shall be based on a forty hour week.

ARTICLE XI: HOLIDAYS

- A. All full-time unit members shall receive fifteen (15) paid holidays, including Martin Luther King Day, in each year of the agreement. If the school calendar does not provide for this amount, the difference shall be added to vacation time.
- B. The District agrees to publish the Holidays on or before June 1st of each year.
- C. All employees required to work on a Holiday shall be paid at the rate of time and one-half

plus the regular Holiday pay.

- D. For a unit member with a non-Monday-Friday workweek, where a holiday falls on the unit member's regularly scheduled day off, the unit member may opt to take such holiday on any day within two weeks before or two weeks after the actual holiday, subject to the approval of the Director of Facilities.

ARTICLE XII: VACATIONS

- A. Vacations shall be taken during July and August in accordance with the following criteria, and as approved by the Superintendent of Schools:
Full-time unit members with: Less than one (1) year of serviceprorated
After one (1) year of service2 weeks
After five (5) years of service3 weeks
After ten (10) years of service4 weeks
After twenty (20) years of service4 weeks plus 3 days.
- B. Vacations may be taken at other times with the prior approval of the Superintendent.
- C. Vacation time shall be computed as of July 1st. New unit members shall have been appointed prior to May 1st to receive vacation proration.
- D. During July and August, the normal 40 hour work week shall be reduced to 37 ½ hours per week. When school is not in session, the normal 8 hour work day shall be reduced to 7 ½ hours per day.

ARTICLE XIII: HEALTH INSURANCE

- A. The District agrees to ~~pay the full~~ **share the cost of the full** premium for health insurance under the statewide health insurance program known as the Empire Plan or a qualified health maintenance organization ("HMO"), **in accordance with the schedule provided in paragraph B below.** Regardless of the plan chosen, the District shall not be responsible for any amount of premium in excess of the amount of premium of the Empire Plan.
- B. **Unit members' contribution toward the cost of the premium for health insurance under the statewide plan (family or individual) shall be in accordance with the following schedule:**

Effective 7/1/2010: 9%;
Effective 7/1/2011: 10%;
Effective 7/1/2012: 10%.

- C. Unit members shall have the option to withdraw from participation in the N.Y.S. Health Insurance Plan. Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum payment equal to 50% of the premium in effect during that 12 month period of the plan from which they have withdrawn.
- D. The open period for health insurance changes shall be limited to May 1 through June 15 each year, in the absence of a qualifying event as specified in the NYSHIP rules and regulations.
- E. The District shall have the authority to select an alternate health insurance carrier or to self-insure as long as such alternative plan provides benefits equal to or greater than the then current state plan.
- F. The District agrees to institute a plan under the provisions of Section 125 of the I.R.S. Code which will apply to employee's payments toward health insurance premiums and dental insurance premiums.
- G. Less than full-time unit members shall not be eligible for health insurance benefits.

ARTICLE XIV: DENTAL INSURANCE

The District shall contribute \$600 per year per full-time employee toward the purchase of dental insurance.

ARTICLE XV: LEAVE

A. BEREAVEMENT LEAVE

All full-time employees covered by this agreement shall be entitled to a maximum of five (5) days leave for death in the immediate family. Immediate family shall be construed to mean: spouse, child, parent, brother, sister, mother-in-law, father-in-law, or any dependent living in the immediate household.

All full-time employees covered by this agreement shall be entitled to one day to attend the funeral of a close relative. A close relative shall be construed to mean the employee's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, and sister-in-law.

B. COURT ATTENDANCE

Each employee who serves as a juror during the school year shall continue to receive his school district salary. Jury duty pay, in turn, shall be given to the School District. Court

attendance as an appellant, respondent, or witness shall be charged to the annual sick leave allowance. If such absences exceed such limitation, the matter shall be referred by the Superintendent to the Board of Education for special consideration.

C. ABSENCE BY REQUEST

Absence by request means absence beyond the leave policy which has been approved in advance by the Superintendent as justifiable because of urgently extenuating circumstances. Absence by request shall not exceed a maximum of five (5) days in a given school year and shall not be granted for recreation or vacation purposes. Deductions for absence by request shall be made at the employee's daily rate.

D. SICK LEAVE

Full time unit members shall be allowed a maximum of fourteen (14) days per year for sick leave without loss of pay. Sick leave shall be interpreted to mean absence due to personal illness, illness of spouse, or parents, or dependent children, and religious beliefs. Sick leave days not used shall accumulate to 190 days, the maximum amount available to any given year, and may be used for absence for personal illness and for illness in the immediate family -- spouse, parents or dependent children.

The District may require a doctor's note for absence of four days or more. Where an employee has had three absences occurring immediately before or immediately after the employee's day off, vacation or holiday, the District may require a doctor's note for any subsequent absence occurring immediately before or immediately after the employee's day off, vacation or holiday.

E. PERSONAL EMERGENCY LEAVE

Each full-time unit member shall be entitled to two (2) emergency leave days per year for absence necessitated by personal business of an emergency nature, not for recreation, vacation, marriage, honeymoon, etc. Effective July 1, 1984, unused personal emergency leave shall be added to accumulated sick leave. Requests to use personal leave on the day before or after a holiday must be approved in advance by the Superintendent.

F. EXTENDED ILLNESS

In the event of an extended illness during which a unit member has exhausted all his/her accumulated sick leave, he/she shall receive one week of sick leave at half pay for each year of District service upon submission of appropriate medical documentation. Credit for years of service will only be granted once for each year of service.

ARTICLE XVI: PENSION AND INSURANCE

All employees covered by this agreement shall be covered under the New York State 1/60th Pension Plan.

ARTICLE XVII: SNOW REMOVAL

- A. Snow removal is an essential responsibility of the unit. When snow removal is necessary, the Director of Facilities shall contact the head custodians. The head custodians are responsible for keeping their District-provided cell phone operational, charged, and on.
- B. Snow removal work shall be paid at premium rates on the following schedule:
 - 1. Snow removal work performed outside normal working hours, Monday through Saturday, shall be paid at time and one-half.
 - 2. Snow removal work performed on a Sunday or holiday shall be paid at double time with a minimum of four hours.
 - 3. **If school is closed due to snow, the night shift will report at their regular reporting time and will be compensated with a day off at a later date, up to two days; beyond two days, night shift personnel will be paid for actual hours worked.**
 - 4. If schools are closed due to snow, employees who work will be compensated with a day off at a later date, to a maximum of two days; beyond two days, employees who work will receive pay for actual hours worked.
- C. **Any employee physically unable to perform snow removal work, with medical certification, shall not be required to do so. However, such employee will report to work and will be assigned normal duties.**

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

A. FIRST AID KIT

The District agrees to maintain a fully stocked first aid kit in all schools that is readily available to all employees.

B. WORK ORDERS

The Superintendent and Principal of the respective school and their designees, shall have the authority to issue any work orders. However, all other personnel must proceed through proper channels with work orders.

C. PERSONNEL FILES

All employees shall have the right, upon request, to inspect their personnel files.

D. UNIFORMS

The District agrees to continue to supply uniforms; however, the District further agrees to consult with the employees or their representative to insure that the proper type of uniform is supplied. The District shall provide a total of four (4) pairs of uniform pants; three (3) uniform shirts; and five (5) uniform T-shirts.

The District further agrees to pay each unit member \$100.00 annually toward the purchase of work shoes.

Uniforms must be worn at all times while the unit member is on duty. In addition, proper work shoes must be worn while on duty.

E. HEALTH EXAMINATIONS

A health examination shall be required for all newly-appointed employees as a condition of employment. This examination shall be conducted by the school physician at no cost to the employee. In addition, a health examination shall be required of all employees every third year as a condition of continued employment. This examination may be conducted by one of the school physicians at no cost to the employee, or by a physician chosen by the employee. In the latter case, the cost of the examination shall be the responsibility of the employee. Upon the completion of a health examination, the examining physician shall send his/her report on the forms provided to the Superintendent of Schools.

F. NEGOTIATING COMMITTEE

Personnel on the negotiating committee shall be excused from work for such time as is necessary for negotiating if negotiations occur during their working hours. However, this arrangement shall not require any additional expenditure on the part of the school district.

G. LONGEVITY PAYMENTS

Longevity payments shall be made as follows:

	<u>AFTER 10 YEARS OF SERVICE</u>	<u>AFTER 15 YEARS OF SERVICE</u>	<u>AFTER 20 YEARS OF SERVICE</u>	<u>AFTER 25 YEARS OF SERVICE</u>
	\$200.00	\$650.00	\$750.00	\$900.00
Effective 7/1/11:	\$250.00	\$700.00	\$800.00	\$950.00

H. COVERAGE FOR ABSENTEES

1. If a member of the custodial staff will be absent for an extended period of time, the first two weeks will be covered via overtime. After that, the District shall have the discretion to provide coverage either via overtime or by the employment of a temporary replacement ("substitute"). **Notwithstanding the foregoing, unit members absent on vacation can be covered by a substitute from the first day.**

2. For short term absences, if more than **one unit member** is absent for any reason, the Director of Facilities shall have the option to call a substitute.

I. DISTRICT MOTOR VEHICLES

The District shall make reasonable efforts to maintain District vehicles in good repair. No unit member shall be required to operate a District motor vehicle which is uninspected (i.e., a vehicle whose inspection sticker has expired.)

J. RELEASED TIME - UNION DELEGATE

The President of the East Rockaway Custodial Unit shall be granted two days off with pay per year for attendance at official UPSEU conventions, functions, etc.

K. INFORMATION CLAUSE

On the effective date of this agreement, the District shall supply to the unit a list of all employees in the bargaining unit, showing the employee's full name, home address, Social Security number, job title, work location, membership status, insurance deduction, and the first date of employment. Such information shall be provided to the unit on an annual basis.

L. SMOKING

permitted in school buildings or on school property.

M. RETIREMENT BENEFIT

Unit members with 15 years of District Service shall receive \$75 for every two days over 100 days of unused sick leave, to a maximum of \$2,000.

N. MANDATED TRAINING

All unit members will participate in mandated Asbestos Awareness, Right to Know, and Blood-Borne Pathogens training at District expense.

O. DRUG TESTING

Drug testing of new hires during the probationary period shall be in accordance with OSHA guidelines.

P. DISTRICT-PROVIDED CELL PHONES

Designated Head Custodians are responsible for keeping the District-provided cell phone operational, charged and on at all times.

ARTICLE XIX: DURATION

This Agreement shall cover the period from July 1, 2010 through June 30, 2013.

ARTICLE XX: APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives on the ____ day of _____, 2011.

EAST ROCKAWAY CUSTODIAL UNIT

EAST ROCKAWAY UNION FREE
SCHOOL DISTRICT

BY: _____
KEVIN E. BOYLE, JR.
United Public Employees Union President

DR. ROSEANNE C. MELUCCI
Superintendent

BY: _____
WILLIAM C. BOYLE